

1 GARG GOLDEN LAW FIRM  
ANTHONY B. GOLDEN  
2 Nevada Bar No. 9563  
PUNEET K. GARG  
3 Nevada Bar No. 9811  
DUSTIN L. CLARK  
4 Nevada Bar No. 10548  
8880 W. Sunset Road, Suite 275  
5 Las Vegas, Nevada 89148  
Tel: (702) 850-0202  
6 Fax: (702) 850-0204  
Email: agolden@garggolden.com  
7 Counsel for Defendants Vegas Affordable Stone and Tile, Inc.,  
Stone Consulting, LLC, and Jedediah Michael Feller  
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9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA  
11

12 TRUSTEES OF THE BRICKLAYERS &  
ALLIED CRAFTWORKERS LOCAL 13  
13 DEFINED CONTRIBUTION PENSION TRUST  
FOR SOUTHERN NEVADA; TRUSTEES OF  
14 THE BRICKLAYERS & ALLIED  
CRAFTWORKERS LOCAL 13 HEALTH  
15 BENEFITS FUND; TRUSTEES OF THE  
BRICKLAYERS & ALLIED  
16 CRAFTWORKERS LOCAL 13 VACATION  
FUND; BRICKLAYERS & ALLIED  
17 CRAFTWORKERS LOCAL 13 NEVADA;  
TRUSTEES OF THE BRICKLAYERS &  
18 TROWEL TRADES INTERNATIONAL  
PENSION FUND; TRUSTEES OF THE  
19 BRICKLAYERS & TROWEL TRADES  
INTERNATIONAL HEALTH FUND; and  
20 TRUSTEES OF THE INTERNATIONAL  
MASONRY INSTITUTE,  
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22 Plaintiffs,

23 vs.

24 COMMERCIAL UNION TILE & STONE, INC.,  
a Nevada corporation; VEGAS AFFORDABLE  
STONE AND TILE, INC., a Nevada corporation;  
25 STONE CONSULTING, LLC, a Nevada limited  
liability company; JONATHAN WILLIAM  
26 CANJA, individually; and JEDEDIAH  
MICHAEL FELLER, individually,  
27

28 Defendants.

CASE NO.: 2:15-cv-02129-APG-NJK

**STIPULATED PROTECTIVE ORDER**

1 Plaintiffs, Trustees of the Bricklayers & Allied Craftworkers Local 13 Defined  
2 Contribution Pension Trust for Southern Nevada; Trustees of the Bricklayers & Allied  
3 Craftworkers Local 13 Health Benefits Fund; Trustees of the Bricklayers & Allied Craftworkers  
4 Local 13 Vacation Fund; Bricklayers & Allied Craftworkers Local 13 Nevada; Trustees of the  
5 Bricklayers & Trowel Trades International Pension Fund; Trustees of the Bricklayers & Trowel  
6 Trades International Health Fund; and Trustees of the International Masonry Institute (collectively  
7 hereinafter “Plaintiffs”), by and through their counsel of record, The Urban Law Firm; and  
8 Defendants, Commercial Union Tie & Stone, Inc. and Jonathan Canja by and through their counsel  
9 of record, Aquino Law Group, Ltd.; and Defendants, Vegas Affordable Stone and Tile, Inc., Stone  
10 Consulting, LLC and Jedediah Michael Feller, by and through their counsel of record, Garg Golden  
11 Law Firm, hereby stipulate and request that the Court enter an order protecting the confidential  
12 nature of personnel, personal, medical, and benefit information of current and former employees;  
13 proprietary and/or other business information not generally known to the public or otherwise  
14 reasonably ascertainable by a member of the public, including tax and financial audit documents;  
15 payroll information; non-public filings and information provided to local, state, and federal  
16 agencies; sensitive information implicating non-party privacy rights, including social security  
17 numbers and dates of birth (hereinafter “Confidential Materials”).

18 WHEREAS, the Confidential Materials sought and to be sought by the Parties in this action  
19 (the “Litigation”) may contain sensitive, confidential, financial, and/or private information as set  
20 forth in the preceding paragraph; and

21 WHEREAS, the Parties wish to proceed with seeking and/or producing Confidential  
22 Materials in the course of discovery with suitable assurances of confidentiality to the producing  
23 party.

24 NOW, THEREFORE, in consideration of the mutual promises contained herein and  
25 intending to be legally bound hereby, it is stipulated by the Parties that the above-referenced  
26 documents will be produced subject to the following provisions:

27 1. If a Party produces to another Party documents of its own and/or documents secured  
28 from non-parties by means of a *subpoena duces tecum* or any other means that contain Confidential

1 Materials as defined above, that a Party may designate a document, or a portion of it, as  
2 “Confidential” before producing that document to the other party. Additionally, any non-party  
3 that produces documents to any Party pursuant to a *subpoena duces tecum* that contain  
4 Confidential Materials as defined above, may designate a document, or a portion of it, as  
5 “Confidential” before producing it to the Party. Such designation shall be made by marking,  
6 stamping, or typing the words “Confidential” on the document prior to producing the document.  
7 Additionally, the Parties or any non-parties subject to a deposition *subpoena* may designate  
8 deposition testimony as “Confidential” by orally making this designation on the record either at  
9 the commencement of the deposition, at the time the testimony is given or before the end of that  
10 day’s questioning. Following such designation, the court reporter shall mark “Confidential” on  
11 the transcript or portion thereof containing the “Confidential” testimony. Any party or any person  
12 or nonparty producing or disclosing Confidential Materials pursuant to the terms set forth herein  
13 is referred to as the “Producing Party,” and the party or any person or non-party receiving or being  
14 given access to Confidential Material is referred to herein as the “Receiving Party.”

15 2. Confidential Materials, designated as discussed in Paragraph 1, shall be utilized  
16 only for the purposes of the Litigation and not be disclosed to any persons other than the Parties  
17 to this case, counsel of record for those Parties, attorneys, legal assistants, clerical personnel, or  
18 experts employed by them, or other persons to whom disclosure is necessary for purposes of the  
19 Litigation, including the Plaintiffs’ auditors.

20 See order concurrently issued herewith.

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4. If at any time counsel for the Receiving Party believes in good faith that counsel for the Producing Party has unreasonably designated certain Discovery Materials as containing Confidential Material, or believes in good faith that it is necessary to disclose Confidential Material to persons or non-parties, the Receiving Party may make an appropriate motion to the Court requesting that the specific discovery materials be excluded from the provisions of this Protective Order or be made available to other persons or non-parties. Prior to seeking such relief from the Court, the Receiving Party shall first give the Producing Party notice in writing of the disputed discovery materials and the reason for the challenge (or why the other person or non-party should receive or be given access to such Confidential Material). The Producing Party (or non-party that produced such discovery materials) shall then respond in writing stating the reasons for the confidentiality designation and why the discovery materials should be treated as Confidential Material as provided herein (and/or not provided to the proposed other person or non-party to whom disclosure is requested by the Receiving Party). Counsel for the parties shall then meet and confer to attempt to resolve the dispute informally before involving the Court. Until a motion is filed and resolved by Court, all discovery materials designated as containing Confidential Material shall be treated as such in accordance with this Protective Order. If no motion challenging the designation is made, the designation shall continue in full force and effect. Unless a prompt challenge to a designation of any discovery materials as containing Confidential Material is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of this case, a party does not waive its right to challenge a confidentiality designation by electing not to mount an objection promptly after the original designation is made by a Producing Party or by a person or non-party permitted to receive or be given access to Confidential Material. However, nothing in this Section shall preclude a party to this Protective Order from objecting to another party's challenge on the basis that the challenge was not made within a reasonable time and, therefore, waived.

1           5.       Upon completion of the Litigation, either through settlement or after trial and any  
2 related appeal, the Parties shall return to the producing party from which the Confidential Materials  
3 originated or destroy through a secure and reliable method, all originals and copies made of the  
4 Confidential Materials, whether originals or copies are held by the specific Party, their counsel, or  
5 their experts, or witnesses that may be testifying on that Party's behalf.

6           6.       Any party to this case who, subsequent to the entry of this Stipulated Protective  
7 Order, seeks copies of the Confidential Materials shall be provided the above-referenced  
8 documents only after such party agrees to be bound by the terms of this Stipulated Protective Order  
9 by signing a copy and providing it to all other parties that have executed it.

10          7.       The Parties agree that any non-party that produces Confidential Materials subject  
11 to this protective order has standing to seek relief from the Court to ensure compliance with  
12 requirements of this protective order.

13          8.       Nothing in this Stipulated Protective Order shall be construed as an admission as to  
14 the relevance, authenticity, foundation, or admissibility of any document, material, transcript, or  
15 other information.

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1           9.       Nothing in this Stipulated Protective Order shall be deemed to preclude any party  
2 from seeking and obtaining, on an appropriate showing, a modification of this Stipulated Protective  
3 Order.

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5 Dated: June 28, 2016

**THE URBAN LAW FIRM**

6  
7 By: /s/ Nathan R. Ring  
Michael A. Urban, Nevada State Bar No. 3875  
Nathan R. Ring, Nevada State Bar No. 12078  
8 *Counsel for Plaintiffs*

9  
10 Dated: June 28, 2016

**AQUINO LAW GROUP, LTD.**

11 By: /s/ Aaron A. Aquino  
Aaron A. Aquino, Nevada State Bar No. 11772  
12 *Counsel for Defendants Commercial Union Tie &*  
13 *Stone, Inc. and Jonathan Canja*

14 Dated: June 28, 2016

**GARG GOLDEN LAW FIRM**

15  
16 By: /s/ Anthony B. Golden  
Anthony B. Golden, Nevada State Bar No. 9563  
Dustin L. Clark, Nevada State Bar No. 10548  
17 *Counsel for Defendants Vegas Affordable Stone*  
18 *and Tile, Inc., Stone Consulting, LLC and Jedediah*  
19 *Michael Feller*

20  
21 **IT IS SO ORDERED.**

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23   
UNITED STATES MAGISTRATE JUDGE

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25 Dated: June 29, 2016